

UNITED STATES DISTRICT COURT  
FOR THE SOUTHERN DISTRICT OF NEW YORK

-----X	:	
LAKEWOOD GROUP LLC	:	Docket No. 08-cv-03550 AKH
	:	
Plaintiff,	:	ELECTRONICALLY FILED
	:	
v.	:	<b>ANSWER TO</b>
	:	<b>COUNTERCLAIMS</b>
	:	<b>AND THIRD-PARTY</b>
INNOFONE.COM, INCORPORATED AND	:	<b>COMPLAINT</b>
ALEX LIGHTMAN	:	
	:	
Defendants.	:	
	:	
-----X	:	
-----X	:	
	:	
INNOFONE.COM, INCORPORATED AND	:	
ALEX LIGHTMAN	:	
	:	
Counterclaimants,	:	
	:	
v.	:	
	:	
LAKEWOOD GROUP LLC,	:	
	:	
Counterdefendant.	:	
	:	
-----X	:	
-----X	:	
	:	
INNOFONE.COM, INCORPORATED AND	:	
ALEX LIGHTMAN	:	
	:	
Third-Party Plaintiffs,	:	
	:	
v.	:	
	:	
PLATINUM PARTNERS AND	:	
MARK MUELLER,	:	
	:	
Third-Party Defendants.	:	
	:	
-----X	:	

NOW COMES Plaintiff, Counterdefendant (collectively “Lakewood”), and Third-Party Defendants Platinum Partners (“Platinum”) and Mark Mueller (“Mueller”) (collectively the “Third Party Defendants”), by and through their attorneys, Burak Anderson & Melloni, PLC, hereby answer the Defendants, Counterclaimants and Third-Party Plaintiffs’ Counterclaims and Third-Party Complaint.

**ANSWER**

1. Deny the allegations in Paragraph 1, except admit that Counterclaimants and Third-Party Plaintiffs claim they are alleging causes of action for breach of contract and fraud against Lakewood and third-party claims for fraud against the Third-Party Defendants.

2. Deny the allegations in Paragraph 2.

**THE PARTIES**

3. Admit, upon information and belief, the allegations in Paragraph 3.

4. Deny the allegations in Paragraph 4, except admit that Lakewood Group LLC is a limited liability corporation organized under the laws of Delaware, with its principal place of business in New Jersey.

5. Counterclaim and Third-Party Defendants are without knowledge or information sufficient to form a belief as to the truth or accuracy of the allegations regarding an entity called “Platinum Partners” and so deny each and every allegation contained therein except admit that an entity called Platinum Long Term Growth IV, LLC is a limited liability corporation organized under the laws of Delaware, with its principal place of business in New York.

6. Deny the allegations in Paragraph 6, except admit that Mark Mueller is an individual who resides in New Jersey.

**JURISDICTION AND VENUE**

7. Admit the allegations in Paragraph 7.

8. Admit the allegations in Paragraph 8.

**FACTUAL ALLEGATIONS**

9. Counterclaim and Third-Party Defendants are without knowledge or information sufficient to form a belief as to the truth or accuracy of the allegations in Paragraph 9 and so deny each and every allegation contained therein.

10. Counterclaim and Third-Party Defendants are without knowledge or information sufficient to form a belief as to the truth or accuracy of the allegations in Paragraph 10 and so deny each and every allegation contained therein except admit that at some point in 2006 Lakewood, Mueller, and Platinum Long Term Growth IV, LLC were introduced to Innofone and did express interest in making a loan.

11. Deny the allegations in Paragraph 11.

12. Counterclaim and Third-Party Defendants deny the allegations in Paragraph 12, except admit that Platinum Long Term Growth IV, LLC executed a non-binding “Summary of Offering” (the “December Summary of Offering”), and to the extent that Paragraph 12 seeks to summarize the December Summary of Offering, Counterclaim and Third-Party Defendants respectfully refer to the December Summary of Offering for its content.

13. Deny the allegations in Paragraph 13.

14. Deny the allegations in Paragraph 14.

15. Deny the allegations in Paragraph 15.

16. Deny the allegations in Paragraph 16.

17. Deny the allegations in Paragraph 17.

18. Deny the allegations in Paragraph 18 except admit that Mr. Lightman did provide a personal guarantee to Lakewood in connection with the January 17, 2007 transaction as well as pledge 4 million shares. In addition, as part of the January 17, 2007 transaction Lakewood received 750,000 shares and Platinum Advisors, LLC received 75,000 shares as a due diligence fee.

19. Deny the allegations in Paragraph 19, except admit that the parties did enter into a transaction that closed on or about January 17, 2007.

20. Deny the allegations in Paragraph 20, except admit that in accordance with Securities and Exchange Commission regulations Mr. Lightman reported the sale of 750,000 shares to Lakewood in addition to the 75,000 shares sold to Platinum Advisors on a Form 4 filed on January 18, 2007.

21. Counterclaim and Third-Party Defendants are without knowledge or information sufficient to form a belief as to the truth or accuracy of the allegations in Paragraph 21, and so deny each and every allegation contained therein.

22. Deny the allegations in Paragraph 22.

### **CAUSES OF ACTION**

### **BREACH OF CONTRACT**

23. Counterclaim and Third-Party Defendants repeat and re-allege Paragraphs 1 through 22 of this Answer.

24. Counterclaim and Third-Party Defendants deny the allegations in Paragraph 24, except admit that Platinum Long Term Growth IV, LLC executed a non-binding Summary of Offering and to the extent that Paragraph 24 seeks to summarize the December Summary of

Offering, Counterclaim and Third-Party Defendants respectfully refer to the December Summary of Offering for its content.

25. Deny the allegations in Paragraph 25.

26. Deny the allegations in Paragraph 26.

27. Deny the allegations in Paragraph 27.

**COUNT TWO**

**FRAUD**

28. Counterclaim and Third-Party Defendants repeat and re-allege Paragraphs 1-27 of this Answer.

29. Deny the allegations in Paragraph 29.

30. Deny the allegations in Paragraph 30.

31. Deny the allegations in Paragraph 31.

32. Counterclaim and Third-Party Defendants deny each and every allegation, except admit that the parties entered into a transaction that closed on or about January 17, 2007.

33. Counterclaim and Third-Party Defendants are without knowledge or information sufficient to form a belief as to the truth or accuracy of the allegations in Paragraph 33, and so deny each and every allegation except admit that the parties entered into a transaction that closed on or about January 17, 2007.

34. Deny the allegations in Paragraph 34.

**AFFIRMATIVE DEFENSES**

**First Affirmative Defense**

The Complaint fails to state a claim upon which relief may be granted.

**Second Affirmative Defense**

The claims asserted in the Complaint are barred, in whole or in part, by the applicable statute of limitations or the equitable doctrines of waiver, estoppel and laches.

**Third Affirmative Defense**

The claims asserted in the Complaint are barred, in whole or in part, by the equitable doctrine of unclean hands.

**Defenses Reserved**

Lakewood and Third-Party Defendants reserve their right to amend its Answer and add any affirmative defenses as discovery and investigation may warrant.

**WHEREFORE**, Counterdefendant Lakewood Group, LLC and Third-Party Defendants Platinum Partners and Mr. Mark Mueller respectfully request that the Court order the following relief:

- A. Dismiss the Counterclaims and Third-Party Complaint with prejudice;
- B. Counterclaimants and Third-Party Plaintiffs recover nothing herein;
- C. Plaintiff, Counterdefendant and Third-Party Defendants recover their costs, including attorneys' fees; and
- D. Such other and further relief as the Court deems just and proper.

Dated: February 20, 2009  
Burlington, Vermont

BURAK ANDERSON & MELLONI, PLC

By: /s/ Michael L. Burak  
Michael L. Burak – MB7797  
BURAK ANDERSON & MELLONI, PLC  
30 Main Street, Suite 210  
P.O. Box 787  
Burlington, Vermont 05402-0787  
Ph. 802-862-0500

Attorneys for Plaintiff and Counterdefendant,  
Lakewood Group, LLC and Third-Party Defendants  
Platinum Partners and Mark Mueller